

Public Notice posted in accordance
RSMO. 610 as amended

Date/Time Posted: Friday, January 3, 2020
5:00 p.m.

By: Kimberly Barfield
City Clerk

**CITY OF PACIFIC
300 HOVEN
BOARD OF ALDERMEN AGENDA
REGULAR MEETING**

**TUESDAY, JANUARY 7, 2020
7:00 P.M.**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Prayer
5. Approve Agenda
6. Approve the Minutes from the Regular Meeting on December 17, 2019.
7. Mayors Report
 - a. Recognize winners from the Beautification Committee Christmas Contest: Wolf Hardware, Dan McClain, Matt Bartel, Doug Schoenberger
 - b. Reserve Police Officer Nelvin Cawley retirement recognition
 - c. Pauline Masson (Pacific Missourian editor) retirement recognition
8. Public Participation
9. New Bills
 - a. Bill No. 4082 An Ordinance providing for the appointment of a Chief of Police. (1st reading)
 - b. Bill No. 4083 An Ordinance establishing the position of City Engineer and providing for the qualifications and duties thereof (1st reading)
 - c. Bill No. 4084 An Ordinance providing for a Boundary Adjustment between the Cities of Eureka and Pacific. (1st reading)
10. Consideration of Bills Previously Introduced
 - a. Bill No. 4080 An Ordinance approving a Vacation of certain right-of-way of Thornton Street and approving a Boundary Adjustment Plat (Presley)
11. New Business

- a. Resolution No. 2020-01 A Resolution approving an Agreement with Tri-County Community Senior Center Inc. (Pacific Care Center) for services to be provided to the City of Pacific and authorizing the Mayor to execute said agreement.

12. Unfinished Business

13. City Administrator Report

- a. Purchase Order 2020-25, Shelter Work Fiberglass Shelter
- b. Pool inspection work, Westport Pools
- c. Denton Road Bridge preliminary engineering selection

14. City Attorney Report

15. Miscellaneous

- a. Approve invoice from Cochran in the amount of \$728.81 out of Viaduct CID.

16. Reports of City officials

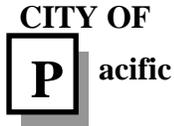
- a. Alderman Nemeth
- b. Alderman Adams
- c. Alderman Rahn
- d. Alderman Gass
- e. Alderman Johnson
- f. Alderman Stotler
- g. Chief Mansell
- h. Collector Kelley

17. Adjourn

18. Closed Session RSMO 610.021 (3)

- a. Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

The Board of Aldermen will consider and act upon the matters listed above and such others as may be presented at the Meeting and determined to be appropriate for discussion at that time. The City of Pacific is working to comply with the Americans with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact City Hall (271-0500) at least twenty-four hours in advance.



DECEMBER 17, 2019 * RECORD OF PROCEEDINGS

**CITY OF PACIFIC
REGULAR MEETING OF THE BOARD OF ALDERMEN
300 HOVEN
PACIFIC, MISSOURI 63069**

The meeting was called to order at 7:00 p.m. by Mayor Myers.

A roll call was taken with the following results:

Present at Roll Call:

Alderman Nemeth
Alderman Adams
Alderman Gass
Alderman Johnson
Alderman Stotler

A quorum was present.
Absent: Alderman Rahn

Also present:

Administrator Roth
Attorney Jones
Chief Mansell
Collector Kelley
Public Works Commissioner Brueggemann
City Clerk Barfield

Pledge of Allegiance

The Pledge of Allegiance is given.

Prayer

Reverend Gardner, Ministerial Alliance, offered prayer this evening.

Approve Agenda

Alderman Adams asked for approval to Amend the Agenda to allow discussion about the BigFoot Plaza to be added. He asked that this be placed under the City Administrator's Report. Motion made by Alderman Adams, seconded by Alderman Stotler to approve amending the agenda. A voice vote was taken with an affirmative result and Mayor Adams declared the motion carried.

Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve the amended agenda. A voice vote was taken with an affirmative result. Mayor Myers declared the motion carried.
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Minutes

A. Regular meeting on December 3, 2019

Motion made by Alderman Nemeth seconded by Alderman Adams to approve the minutes of the regular meeting on December 3, 2019. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Mayor's Report

Mayor Myers apologized for not being present at the last meeting. He thanked everyone for understanding.

He complimented the Street Department on the good job they did with the snowy weather we had.

First State Community Bank – he wanted to make everyone aware that there is a Cyber Seniors class at the Senior Center where students come in and help the seniors with their electronic devices. This can be their phones, their laptops, tablets, whatever. They are there to provide technical support to them. They also have tablets that are provided. This begins in January from noon to 1:30 every other Wednesday and runs until April 15th. He thought the word needed to get out.

Chamber/Partnership Christmas Party – Mayor Myers wanted to discuss how the City could become involved with this, because the First Responders were not recognized at the Party. Pauline Masson stated that Brad Reed and Dennis Oliver came to her and they are going to work on this for next year.

Public Participation

There were no speaker cards.

New Bills

Bill No. 4081 An Ordinance approving a Vacation of certain right-of-way of Thornton Street and approving a Boundary Adjustment Plat (Presley) (1st reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4081 for the first reading by title only.

Consideration of Bills Previously Introduced

Bill No. 4078 An Ordinance amending the Fiscal Year 2019-20 Budget and Wage and Salary Schedule for appointed officials and employees of the City of Pacific (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4078 by title only for the second reading. Alderman Adams stated he would like to make an amendment. He would like to change Mr. Fowler's hourly wage to \$ 17.65. Alderman Adams stated that was his motion, seconded by Alderman Stotler. A voice vote was taken with an affirmative result. Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve Amended Bill No. 4078. A roll call vote was taken with the following results: Ayes: Alderman Nemeth, Alderman Adams, Alderman Gass, Alderman Johnson, Alderman Stotler. Nays: None. Whereupon, Mayor Myers declared **Amended Bill No. 4078 passed and becomes Ordinance No. 3162.**

Bill No. 4079 An Ordinance authorizing a Conditional Use Permit for property located at 415 W. St. Louis Street, Franklin County Parcel ID: 19-1-12.0-3-003-018.000, in the City of Pacific. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4079 by title only for the second reading. Motion made by Alderman Gass, seconded by Alderman Johnson to approve Bill No. 4079. A roll call vote was taken with the following results: Alderman Adams, Alderman Gass, Alderman Johnson, Alderman Stotler, Alderman Nemeth. Nays: None. Whereupon, Mayor Myers declared **Bill No. 4079 passed and becomes Ordinance No. 3163.**

Bill No. 4080 An Ordinance providing for the appointment of a Chief of Police. (2nd reading)

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4080 by title only for the second reading. Motion made by Alderman Nemeth, seconded by Alderman Gass to approve Bill No. 4080. A roll call vote was taken with the following results: Alderman Gass, Alderman Johnson, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: None. Whereupon, Mayor Myers declared **Bill No. 4080 passed and becomes Ordinance No. 3164.**

New Business

Resolution No. 2019-60 A Resolution to authorize a Contract award for trenchless reconstruction of certain sanitary sewer mains and manholes in the City of Pacific Wastewater Collection system.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2019-60 by title only. **Motion made by Alderman Gass, seconded by Alderman Adams to approve Resolution No. 2019-60. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.**

Resolution No. 2019-61 A Resolution to authorize an Agreement with Bigfoot 4x4 Inc for use of a Bigfoot vehicle in a planned installation on City of Pacific property.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2019-61 by title only. Motion made by Alderman Adams seconded by Alderman Stotler to approve Resolution No. 2019-61. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

Resolution No. 2019-62 A Resolution authorizing and directing the Mayor to execute a Cooperative Agreement with the Magi Foundation for Pacific Riverwalk Trail Grant Management Services.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2019-62 by title only. Mayor Myers stated years ago he was vice-president of the Magi Foundation, at that time he filled out a grant for them and was awarded \$ 150,000 to purchase a bridge. The bridge over Brush Creek due east of Hwy F & O, at the point where old Hwy F used to be. The right-of-way is in possession of the City. Great Rivers Greenway takes off and runs up and ties back into Liberty Filed. This ends up being 1 ½ mile loop. The bridge is the bulk of the project. He stated there is also a commitment from U.S. Silicia to build a trail base in the MODOT right-of-way. He continued there is several organizations that volunteered. This is a pedestrian bridge. This would be an agreement with the Magi Foundation that we take responsibility of managing the grant. He continued that when he was elected, he stepped back and the momentum slowed down. Administrator Roth stated an engineer would need hired to provide a design

specification for construction. The Magi Foundation would be the grant sponsor. The City would file the quarterly reports and prepare the reimbursement request. He believes the engineering costs could be reimbursed also. We are not participating in the financial aspect of this. Mayor Myers stated the bridge is 120' long, afterwards the City would own it. Alderman Nemeth asked what the \$ 165,513 figure was, Mayor Myers stated this is an in-kind contribution. Discussion followed. Alderman Johnson is worried that there could be a conflict, because the Mayors name was on the grant and now, he is the Mayor. Mayor Myers stated there is not a conflict here, he resigned a long time ago. Alderman Adams stated he understood it as the City was going to manage the grant, and at this time not participating with a dollar figure. Administrator Roth stated the Magi Foundation received a letter from Missouri Division of State Parks that they needed a plan, or they would suspend the grant. The project needs put back on track. **Motion made by Alderman Adams, seconded by Alderman Stotler to approve Resolution No. 2019-62. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.**

Resolution No. 2019-63 A Resolution authorizing and directing the Mayor to execute a Contract Agreement with Patterhn-Ives LLC for Professional Design, Bidding and Construction Administration Services for the Red Cedar Inn Project.

As posted pursuant to the ordinance, Mayor Myers read Resolution No. 2019-63 by title only. Mayor Myers asked for any discussion. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

Unfinished Business

a. Bill No. 4076 An Ordinance establishing the position of Director of Community Development and providing for the qualification and duties thereof. (*1st reading on 11-5-19, tabled 11-19-19 & sent to Adm. Committee*)

Alderman Adams stated we have attempted a committee meeting two times and had to cancel. He suggested we discuss it this evening.

Motion made by Alderman Adams, seconded by Alderman Stotler to remove Bill No. 4076 from the table. A voice vote was taken with an affirmative result.

As posted pursuant to the ordinance, Mayor Myers read Bill No. 4076 by title only for the second reading. Administrator Roth stated they have used many resources posting this position. Looking at the boards, he is hearing repeated comments across the state about trouble filling municipal jobs. He currently has one candidate for this position.

Alderman Johnson suggested we run the ad one more time with the new salary. She made a motion for this. Alderman Adams thought that was a different discussion. This discussion was to discuss the responsibilities. Alderman Johnson withdrew her motion Board members reviewed the Bill.

Motion made by Alderman Nemeth, seconded by Alderman Adams to make the following change: Section 1 Item 2 after the word “degree” and “and/or”. A voice vote was taken with an affirmative result. Nays: Alderman Johnson.

Motion made by Alderman Nemeth, seconded by Alderman Stotler to approve Amended Bill No. 4076. A roll call vote was taken with the following results: Ayes: Alderman Gass, Alderman Stotler, Alderman Nemeth, Alderman Adams. Nays: Alderman Johnson. Whereupon, Mayor Myers declared the motion carried, and Amended Bill No. 4076 becomes Ordinance No. 3160.

Administrator Roth stated this was now established by Ordinance and asked if he should advertise for the position. Alderman Adams stated “yes”.

Alderman Adams asked if the City Engineer was a required appointment of the Mayor? Attorney Jones reviewed the Code and recommended it be repealed. Alderman Johnson stated that is what she was trying to say. Attorney Jones stated it didn't have to be done right now, but he recommended at some point it be done. Alderman Adams thought the Board should instruct him to bring back the amended version of the City Engineer, because now we have two positions that are required to be filled and that needs to be changed. Alderman Gass agreed stating we didn't need two people. Motion made by Alderman Adams, seconded by Alderman Gass to clean up the ordinance for City Engineer and give the Mayor flexibility. A voice vote was taken with an affirmative result. Nays: Alderman Johnson.

Administrator Report

a. Jensen Point Electric

Administrator Roth stated the quote from Ameren for electric is \$ 13,679. Public Works Commissioner Brueggemann stated he received an estimate from Gallagher for the conduit in the amount of \$ 4,000. We have looked at other alternatives, but we need board authority for this. Alderman Nemeth thought they already approved the security cameras. Mayor Myers stated this is just for the electric up there, then we get the cameras. Alderman Adams stated this is a public park and he thought it needed lights. Motion made by Alderman Gass, seconded by Alderman Adams to bid out the whole project. Commissioner Brueggemann stated the costs from Ameren is \$ 132,000. Gallagher is donating the labor and the costs for the transformer, breakers, gfi's and 1,200 of 3" conduit is \$ 4,000. He questioned what we were bidding out. Alderman Nemeth stated the Administrator has an amount not to exceed. Alderman Gass and Alderman Adams withdrew their motion and second. **Motion made by Alderman Nemeth, seconded by Alderman Gass to approve the Administrator to spend up to \$ 20,000 for Ameren to do their part and Gallagher to do his. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.**

b. Missouri Parks & Recreation Association membership

Administrator Roth stated the membership for this is \$ 2,000. It is not a budgeted item and he suggested waiting until there was a Park Superintendent hired.

c. BigFoot

Administrator Roth stated DG2 presented final plans today for the construction of this. Tourism has approved and their recommendation is to move forward with two items to be verified: make sure the expanded digital sign won't be in conflict and the boulders be on our property. The estimate for costs is \$110,000. Tourism has budgeted \$ 40,000 in this current budget, but the scope was expanded. Administrator Roth stated the value of the vehicle is \$ 60,000, the City is paying for \$ 10,000 of this cost as that is what the fee is for items, they have to subcontract out for the truck. **Motion made by Alderman Gass, seconded by Alderman Nemeth to bid out the project. A voice vote was taken with an affirmative result.**

Alderman Adams stated this is a big project and the scope did expand, but there are ways to fund it. We lease the truck for \$ 1.00 a year. He thought this was a good project. This project is different than the Red Cedar project because the problem with Red Cedar is, we leaped before we looked at what the costs

would be to renovate it. We need to do this project right, and all our projects. Alderman Johnson agreed but also thought this was part of the Parks and she commended Ed and Andy and the Mayor. Alderman Adams stated the pool needs to be done right also. We need to look at our finances and our debt and figure out how to finance Red Cedar, pay for City Hall and then figure out the pool. We need an overall plan. Mayor Myers agreed.

Christmas party is Friday, December 20th at 11:30. He reminded all the employees and committee members.

CITY ATTORNEY REPORT

No report.

MISCELLANEOUS

- a. Approve the list of bills.

Motion made by Alderman Adams, seconded by Alderman Nemeth to approve the list of bills. A voice vote was taken with an affirmative result.

- b. Approve invoice from Curtis, Heinz, Garrett & O'Keefe in the amount of \$ 184.00 to be paid from E. Osage CID.

Motion made by Alderman Gass, seconded by Alderman Adams to approve the invoice from Curtis, Heinz, Garrett & O'Keefe in the amount of \$ 184.00 to be paid from E. Osage Cid. A voice vote was taken with an affirmative result.

- c. Approve invoice from BNY Mellon for the interest payment in the amount of \$ 54,318.75 to be paid from City Hall NID.

Motion made by Alderman Gass, seconded by Alderman Nemeth to approve the invoice from BNY Mellon for the interest payment in the amount of \$ 54,318.75 to be paid from City Hall NID. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

- d. Approve petty cash.

Motion made by Alderman Nemeth, seconded by Alderman Adams to approve petty cash. A voice vote was taken with an affirmative result, and Mayor Myers declared the motion carried.

REPORTS OF CITY OFFICIALS

Alderman Nemeth- thanked Pauline for the broadcasting article. He asked for an update. Administrator Roth thought a solution may be presented in February. Attorney Jones stated there was no legislation needed if the City wanted to broadcast the meetings. Alderman Adams asked about the "official" record. Attorney Jones stated the official record will still be the clerk's record, but the video would be used as evidence also. Alderman Nemeth didn't think it was necessary for every meeting, just Board of Aldermen currently.

Alderman Adams – asked that in the next newsletter we remind residents to support the Senior Center on their water bill.

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Alderman Gass –asked if the engineer gave a responsive to what they saw at the reservoir. Administrator Roth stated he did receive a response, and he will get that to him.

Alderman Johnson – stated there are several streetlights out. There is one light at the edge of Hogan. She would like a spot check of all the streetlights be done. She continued that she did have a few calls about the increase of the water rates.

Alderman Stotler – announced that he was running for Aldermen again.

Collector Kelley – wished everyone a Merry Christmas.

ADJOURNMENT

Motion made by Alderman Gass, seconded by Alderman Nemeth to adjourn. A voice vote was taken with an affirmative result and Mayor Myers declared the motion carried.

The meeting adjourned at 8:41 p.m.

Steve Myers, Mayor

ATTEST:

City Clerk

MEMORANDUM

Steve Roth
City Administrator

636-271-0500 ext. 213
sroth@pacificmissouri.com

January 3, 2020

TO: Mayor and Board of Aldermen
RE: City Administrator report, 1-7-20 Board of Aldermen meeting

Hello everyone,

Please note the following with respect to agenda items and other information for the January 7 meeting.

1. Bill to Accept Boundary Adjustment, Transfer of Jurisdiction, NB West parcel, Route 66 East. This bill essentially provides for the annexation of an approximate 3-acre parcel immediately adjacent to (west) of the existing NB West headquarters parcel on Route 66 East. This property previously was used as a hemp farm (to my understanding) and has been acquired by NB West to provide for additional space for the headquarters site. The property currently is located in the City of Eureka, and it is my understanding that Eureka has given preliminary approval to a transfer of jurisdiction to Pacific. The City Attorney and I can speak to this issue in more detail at the meeting if desired.

2. Bill to provide for Police Chief appointment. The ordinance previously approved by the Board relating to this topic inadvertently omitted the name of the Proposition as it would appear on the ballot. Given that the deadline for ballot certification is not until later in January, we felt it would be best to bring it back to the Board for consideration as "Proposition C." Our intent is for the Proposition "C" designation to make reference to "Chief." We have not scheduled it for a second reading at this meeting, though in this instance would recommend two readings, given that the substance of the bill has already been approved by the Board.

3. Bill to Amend City Engineer ordinance. The City Attorney drafted this bill following discussion at the Dec. 17 meeting. He can speak to the details of it at the meeting if desired.

4. Bill to Authorize Street Vacation, Thornton Street. This bill was given a first reading Dec. 17 and is scheduled for a second and final reading here. I have not heard any public comment on the bill since it was first read.

As noted in the Dec. 17 Board report, the bill vacates a section of right-of-way along Thornton Street, and provides for transfer of the property to Presley's Glass, Inc. the adjacent property owner. As the Board will recall, Mr. Presley brought this issue to the Board earlier this year, requesting a waiver of the formal street vacation process. The Board granted that request, and Mr. Presley later engaged a surveyor to prepare the necessary legal description and Boundary Adjustment Plat. The bill as presented thus completes the process. Mr. Presley has previously indicated that he would attend the Jan. 7 meeting. As the Board may also recall, the section of right-of-way in question formerly was part of the MoDOT I-44 right-of-way, which was transferred to the City as part of the Thornton Street federal-aid improvement project.

5. Resolution Senior Center Contract. The City Clerk provided this Resolution and contract, which is in the same form as has been approved by the Board in the past. The FY 2020 budget includes \$10,000 for the Senior Center. I have not had the opportunity to review this issue in any detail, but understand that the agreement is in the same general form as in past years. The agreement specifies that the Senior Center shall provide financial statements to the City, and further that the City funds shall be used specifically for utilities.

6. Purchase Order, 2020-25, Shelter Works Fiberglass Shelter. This is an agenda item to seek Board approval of purchase of a new Fiberglass shelter for the Public Works maintenance facility at a total cost of \$75,430. This shelter is a replacement for a shelter that was previously located at the Wastewater Treatment Facility, but which was destroyed in a windstorm last spring. The City submitted an insurance claim and has been approved for \$60,000. Assuming Board approval, the new Shelter thus will have a total cash outlay of \$15,430, which represents the total purchase price minus the insurance proceeds. The Public Works Commissioner has been working on this issue and can speak to it in more detail at the meeting.

7. Pool inspection work, Westport Pools. We have received the results of the concrete testing at the Municipal Pool and fortunately the results are favorable. Westport Pools advises that the results show the pool shell concrete meets building code minimum for compressive strength (2,500 psi) as well as what we see specified for pool shells by structural designers (3,500 to 4,000 psi). Actual testing results ranged from 5,200 to 5,700 psi. A copy of the full pool report is in the packet and will also be forwarded to the Park Board at its meeting Jan. 6. Based on these results as well as other testing done at the pool, our preliminary recommendation at this time to make the minimum repairs necessary to open the pool for the 2020 season. I want to discuss this further with the Park Board and with Westport Pools. Based on those discussions, we may have a firm recommendation for Board of Aldermen consideration yet at the Jan. 7 meeting, or by the Feb. 4 meeting at latest.

8. Denton Road Bridge preliminary engineering selection. This is an agenda item to make a recommendation for selection of a firm to provide preliminary engineering services for the Denton Road bridge project. The Board will recall that the City initially approved a contract with Cochran last summer, but that contract was rejected by MoDOT because the City did not do a formal engineering selection in conformance with MoDOT policy. We then went through that process, advertising on the MoDOT website, which resulted in six submittals. We convened a committee to review submittals, and a meeting was conducted in December which was attended by MoDOT staff. The committee at that meeting opted to interview two firms (Cochran and Juneau Associates) and those interviews were conducted just before the Christmas break. The committee was set to re-convene Jan. 3 to hopefully make a final recommendation, but one committee member was absent so that meeting will now be held Jan. 6. We do anticipate making a final recommendation to the Board at the Jan. 7 meeting. I would also anticipate drafting a formal memorandum to discuss the process and committee recommendation in detail.

I would note that while the project has been delayed from our initial timeframe, the project should be able to remain on schedule as included in the City's original grant application.

9. FY 2019 Financial Statements. The City's FY 2019 Financial Report is included in the Board packet. We have not reviewed in any detail nor have we had an opportunity yet to discuss with the auditor (Tammy Alsop, Hochschild Bloom). This is being forwarded as information only at this time. We will have

a full report and discussion, if necessary, at the Jan. 21 meeting. However the Board should note that the report in general appears to be quite positive, with most fund balances showing increases. Total ending fund balances, for example, were \$4,982,437, an increase of \$585,272. The City's net position was at \$20.3 million, up from \$19.8 million for the year prior. The audit makes certain recommendations (contained in the Schedule of Management Comments and Recommendations) which we would plan to address in the coming year. We will provide a full report at the Jan. 21 meeting.

10. Information items.

- **Park Board meeting Jan. 6.** We have received six applications for the Park Superintendent position, with a closing date of Jan. 10. We want to involve the Park Board on some level in the interview process, which will be discussed at the Jan. 6 meeting. We may report to the Board of Aldermen on this topic at the Jan. 7 meeting as well. We have received several good applications and are hopeful we can find a strong candidate for the position.
- **Next Planning and Zoning Commission meeting Jan. 14.** We have a final plat application for the Jan. 14 meeting from Boo Investments LLC (Ray Gullet). Mr. Gullet is proposing to split an existing 23-acre parcel off Highway N (Congress) into two parcels of approximately 17 acres and 6 acres. It is my understanding the 6-acre parcel is proposed for construction of one (1) single family residential structure.
- **Park Master Plan public engagement.** The open public forum / workshop for the Parks Master Plan project has been set for Monday, January 27, 4 p.m. to 6 p.m. at City Hall. People can attend at any time during the workshop. We will send a formal notice soon.
- **IT work.** We have been dealing with many priority items for IT, which will necessitate moving the discussion over televising meetings back a bit. As the Board may be aware, the Windows 7 OS is no longer supported later this month, and we've had more issues than anticipated in making needed upgrades. We also have certain IT security needs in the Police Department that need to be addressed in the near term. We hope to get to a recommendation on how to best handle televising our meetings by March if possible.

As always, if you have questions or need further information please don't hesitate to contact me.

Respectfully submitted,



Steve Roth
City Administrator

BILL NO. 4082

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE PROVIDING FOR THE APPOINTMENT OF A CHIEF OF POLICE.

WHEREAS, the City of Pacific currently requires a marshal, elected by the voters, to perform law enforcement duties in the City of Pacific; and

WHEREAS, RSMo. Section 79.050 permits the City of Pacific to appoint a Chief of Police, who shall perform all duties required of the marshal by law after the approval of a majority of the voters at an election at which the issue is submitted.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1. An election is hereby ordered to be held in the City of Pacific on Tuesday, April 7, 2020 on the following proposition:

PROPOSITION C

Shall the City of Pacific, Missouri be permitted to appoint a chief of police, who shall perform all duties required of the marshal by law after April 5, 2022, or such earlier time as the currently elected marshal may resign or otherwise vacate the office?

- Yes
- No

Section 2. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of St. Louis County and the County Clerk of Franklin County, Missouri, of the adoption of this Ordinance no later than 5:00 p.m. on January 28, 2020, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 3. This Ordinance shall be in full force and effect upon its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 4083

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE ESTABLISHING THE POSITION OF CITY ENGINEER AND PROVIDING FOR THE QUALIFICATIONS AND DUTIES THEREOF.

WHEREAS, the Board of Aldermen has determined to amend the provisions for establishment of the position of City Engineer and to provide for the qualifications and duties thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1. Chapter 115, Article XIV of the Code of Ordinances of the City of Pacific shall be amended as follows:

Article XIV City Engineer

1. Establishment. The position of City Engineer is hereby established, but may be combined with other appointed positions such as Director of Community Development, City Traffic Engineer or Public Works Commissioner. The City Engineer shall be appointed by the Mayor with the consent and approval of a majority of the members elected to the Board of Aldermen. The Mayor and Board of Aldermen may contract for engineering services in lieu of appointing a City Engineer.
2. Qualifications. The person appointed to the office of City Engineer shall possess a degree in civil engineering, public administration, construction management or business, and/or shall possess at least three years' professional experience, preferably in a municipal government capacity.
3. Oath / Term / Removal. The person appointed to the office of City Engineer shall take the prescribed oath required of City Officers. The City Engineer shall hold office for a term to run concurrently with the Mayor by whom he/she was appointed and until his/her successor shall have been appointed and qualified. The City Engineer may be removed from office subject to provisions of Municipal Code or as otherwise provided by law.
4. Compensation. The City Engineer shall receive such compensation as the Board of Aldermen shall fix from time to time by ordinance or resolution.
5. Duties. The City Engineer, under the supervision of the City Administrator, shall have those duties as may be prescribed from time to time by the Mayor, City Administrator or Board of Aldermen. Duties may include, though not necessarily be limited to, the following: Supervising and directing the activities of the Public Works, Planning, Building and Code Enforcement departments of the City. The City Engineer may, in the event of a vacancy or absence in the office of Public Works Commissioner, Planning Director or Building Commissioner, fulfill such duties and responsibilities of each office until such time as such office or position is filled.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 4084

ORDINANCE NO. _____

SPONSOR: _____

AN ORDINANCE PROVIDING FOR A BOUNDARY ADJUSTMENT BETWEEN THE CITIES OF EUREKA AND PACIFIC

WHEREAS, the Revised Missouri State Statutes authorize the transfer of jurisdiction and concurrent detachment and annexation of parcels by boundary adjustment; and

WHEREAS, property owned by Last Minute Development Company at a location numbered 18675 U.S. Highway 66 (St. Louis County Locator Number 30X410025) lies within the Eureka City limits contiguous with the Pacific City limits; and

WHEREAS, it has been determined that it is in the best interest of the City of Eureka and the City of Pacific to approve the boundary adjustment to transfer jurisdiction of the property described herein to facilitate the City of Pacific providing utility service to the subject property which the City of Eureka cannot reasonably provide; and

WHEREAS, all provisions of Section 71.011 RSMo. authorizing such concurrent detachment and annexation have been met; and

WHEREAS, there are no residents living in the area to be concurrently annexed and detached; and

WHEREAS, a copy of the proposed ordinance was available for public inspection prior to consideration by the Board of Aldermen; and

WHEREAS, the City of Eureka will be giving consideration to a proposed Ordinance approving such boundary adjustment.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

SECTION 1:

The area particularly described as follows:

A parcel of land in U.S. Survey 148 within U.S. Survey 3064 and Fractional Section 4, Township 43 North, Range 3 East and described as follows: Beginning at an iron stake in the Northwest line of Highway 66, 165 feet Southwest from the most Southern corner of property as conveyed to Chester L. Stifford and wife, by deed recorded in Book 2173 page 521; thence North 52 degrees 14 minutes 40 seconds West, 839.52 feet to a point; thence South 37 degrees 38 minutes West 625.68 feet to a point; thence South 52 degrees 14 minutes 40 seconds East,

824.52 feet to a point on the Northwest line of Old Highway 66; thence along said Highway North 37 degrees 38 minutes East, 185.33 feet; North 52 degrees 22 minutes West 25 feet; North 37 degrees 38 minutes East, 325 feet; South 54 degrees 22 minutes East, 40 feet and North 37 degrees 38 minutes East, 118.32 feet to the point of beginning

is hereby declared to be concurrently detached from the City of Eureka and annexed by the City of Pacific pursuant to applicable procedures including those set forth in the applicable Revised Missouri Statutes, on the effective date of the ordinance enacted by the City of Eureka approving such transfer.

SECTION 2:

The City of Pacific, Missouri shall file a certified copy of this ordinance simultaneously with the filing of a certified copy of the related detachment ordinance adopted by the City of Eureka, Missouri in the office of the County Clerk of St. Louis County, the St. Louis County Assessor, the Recorder of Deeds of St. Louis County, and the Clerk of the Circuit Court of St. Louis County, at the cost of the City of Pacific.

SECTION 3:

The City Clerk for the City of Pacific is further authorized and directed to take any and all necessary steps to effectuate this concurrent detachment and annexation by and between the City of Pacific, Missouri and the City of Eureka, Missouri.

SECTION 4:

This ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2020. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

BILL NO. 4081

ORDINANCE NO. _____

SPONSOR _____

AN ORDINANCE APPROVING A VACATION OF CERTAIN RIGHT-OF-WAY OF THORNTON STREET AND APPROVING A BOUNDARY ADJUSTMENT PLAT.

WHEREAS, Rick Presley, on behalf of Presley’s Glass, Inc. appeared before the Board of Aldermen of the City of Pacific on May 21, 2019 and petitioned for a street vacation. By motion, the Board of Aldermen waived a formal petition and agreed to proceed with the vacation and a Boundary Adjustment Plat; and

WHEREAS, Presley’s Glass, Inc. caused a registered land surveyor to prepare a legal description of land to be transferred following vacation, as well as a Boundary Adjustment Plat.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, AS FOLLOWS:

Section 1. The following described property is hereby vacated because the Board of Aldermen has determined that the property is surplus and not necessary for any transportation purpose within the City of Pacific.

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, OF TOWNSHIP 43 NORTH, RANGE 2 EAST FRANKLIN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF SECTIONS 1, 2, 11 AND 12 OF TOWNSHIP 43 NORTH RANGE 2 EAST, BEING A FOUND 3 1/4" ALUMINUM MONUMENT 0.5' BELOW FINISHED GRADE STAMPED S1, S2, S11, AND S12 T43N R2E MISSOURI DEPT. NATURAL RESOURCES LS 1352 12-97;

THENCE ALONG SAID EAST LINE OF SECTION 11, SOUTH 00 DEGREES 50 MINUTES 41 SECONDS WEST, A DISTANCE OF 1558.98 FEET;

THENCE LEAVING SAID SECTION LINE, NORTH 84 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.90 FEET TO THE EAST LINE OF LOT 6 OF THE WILLIAM KEATLEY ESTATES;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 29 MINUTES 02 SECONDS WEST, A DISTANCE OF 31.15 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRANSFER DESCRIPTION;

THENCE ALONG SAID NORTH LINE, ALONG A NON-TANGENCT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, WITH A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 55 SECONDS (WHICH CHORD BEARS SOUTH 74 DEGREES 36 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 196.46 FEET) THROUGH AN ARC DISTANCE OF 196.85 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 44, BEING NORTHWEST 99.08 FEET OF CENTERLINE STATION 1803+79.73;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES:: SOUTH 79 DEGREES 30 MINUTES 03 SECONDS WEST, A DISTANCE OF 193.41 FEET NORTHWEST 115 FEET OF CENTERLINE STATION 1801+79.45; NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST, A DISTANCE OF 10.09 FEET TO EAST LINE OF LAND CONVEYED TO PRESLEY'S GLASS INC. BY QUIT CLAIM DEED RECORDED BY DOCUMENT NUMBER 1404669 OF THE FRANKLIN COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST, A DISTANCE OF 77.29 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINING 7,590 SQUARE FEET IS BASED UPON A BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF JULY 2012 AND OCTOBER 2019, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND ANY CONDITION OF RECORD, IF ANY.

Section 2. Presley's Glass Boundary Adjustment Plat: A tract of land being part of Sections 11 and 12 township 43 North, range 2 East, Franklin County, Missouri, in the form attached hereto as Exhibit A, is approved. The City Administrator is authorized to sign the Boundary Adjustment Plat on behalf of the City.

Section 3. The City Administrator is authorized to execute a Quit Claim Deed in the form attached hereto as Exhibit B transferring the vacated property to Presley's Glass, Inc.

Section 4. This Ordinance shall be in full force and effect upon its passage by the Board of Aldermen and approval by the Mayor.

PASSED this _____ day of _____, 2019. _____
Steve Myers, MAYOR

APPROVED this _____ day of _____, 2019. _____
Steve Myers, MAYOR

ATTEST:

City Clerk

QUIT CLAIM DEED

This Deed, Made and entered into this _____ day of _____, 20____ by and between CITY OF PACIFIC, MISSOURI, 300 Hoven Drive, Pacific, MO 63069, County of Franklin, State of Missouri, Grantor(s), and Presley's Glass, Inc., whose mailing address is 507 North First Street, Pacific, Missouri 63069, Grantee(s).

Witnesseth, that the said Grantor(s), for and in consideration of the sum of One and no/100 Dollars paid by the said Grantee(s), the receipt of which is hereby acknowledged, does by these presents Remise, Release and forever Quit-Claim unto the said Grantee(s), the following described Real Estate, situated in the County of Franklin and State of Missouri, to-wit:

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, OF TOWNSHIP 43 NORTH, RANGE 2 EAST FRANKLIN COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER OF SECTIONS 1, 2, 11 AND 12 OF TOWNSHIP 43 NORTH RANGE 2 EAST, BEING A FOUND 3 1/4" ALUMINUM MONUMENT 0.5' BELOW FINISHED GRADE STAMPED S1, S2, S11, AND S12 T43N R2E MISSOURI DEPT. NATURAL RESOURCES LS 1352 12-97;

THENCE ALONG SAID EAST LINE OF SECTION 11, SOUTH 00 DEGREES 50 MINUTES 41 SECONDS WEST, A DISTANCE OF 1558.98 FEET;

THENCE LEAVING SAID SECTION LINE, NORTH 84 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.90 FEET TO THE EAST LINE OF LOT 6 OF THE WILLIAM KEATLEY ESTATES;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 29 MINUTES 02 SECONDS WEST, A DISTANCE OF 31.15 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRANSFER DESCRIPTION;

THENCE ALONG SAID NORTH LINE, ALONG A NON-TANGENCT CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET, WITH A CENTRAL ANGLE OF 12

DEGREES 31 MINUTES 55 SECONDS (WHICH CHORD BEARS SOUTH 74 DEGREES 36 MINUTES 43 SECONDS EAST, A CHORD DISTANCE OF 196.46 FEET) THROUGH AN ARC DISTANCE OF 196.85 FEET TO THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 44, BEING NORTHWEST 99.08 FEET OF CENTERLINE STATION 1803+79.73;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES:: SOUTH 79 DEGREES 30 MINUTES 03 SECONDS WEST, A DISTANCE OF 193.41 FEET NORTHWEST 115 FEET OF CENTERLINE STATION 1801+79.45; NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST, A DISTANCE OF 10.09 FEET TO EAST LINE OF LAND CONVEYED TO PRESLEY'S GLASS INC. BY QUIT CLAIM DEED RECORDED BY DOCUMENT NUMBER 1404669 OF THE FRANKLIN COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG SAID EAST LINE, NORTH 00 DEGREES 29 MINUTES 02 SECONDS EAST, A DISTANCE OF 77.29 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINING 7,590 SQUARE FEET IS BASED UPON A BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DURING THE MONTH OF JULY 2012 AND OCTOBER 2019, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS, AND ANY CONDITION OF RECORD, IF ANY.

To Have and to Hold the same, together with all rights and appurtenances to the same belonging, unto the said Grantee(s), and to his heirs and assigns forever. So that neither the said Grantor(s), nor its successors and assigns, nor any other persons for him or in his name(s) or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

In Witness Whereof, the said Grantor(s) has executed these presents the day and year first above written.

CITY OF PACIFIC, MISSOURI

By _____

Its: _____

RESOLUTION NO. 2020-01

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-COUNTY COMMUNITY SENIOR CENTER INC. (PACIFIC CARE CENTER) FOR SERVICES TO BE PROVIDED TO THE CITY OF PACIFIC AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Pacific (the "City") desires to obtain services to assist with meetings and make services available to the citizens of the city and community; and

WHEREAS, the Tri-County Community Senior Center Inc. (Senior Center) agrees to make the Senior Center available to the City during 2020 on an as-needed basis for public purpose of meeting and other event space as may be determined by the City, and keeping services available to the senior citizens in the community, and to use such funds to offer these services consistent with all applicable laws and subject to such accounting and other lawful conditions; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PACIFIC, MISSOURI, as follows:

Section 1. The Mayor is hereby authorized and directed to execute on behalf of the City the Agreement with the Senior Center in substantially the form attached hereto as Exhibit 1 and incorporated in this Resolution by reference. The Mayor and/or the City Administrator are hereby authorized to take such other actions as may be necessary to affect the Agreement and the purposes of this Resolution.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR ON THIS ____ DAY OF JANUARY, 2020.

Steve Myers, Mayor

ATTEST:

City Clerk

City of Pacific, Missouri
CONTRACTOR/SERVICES CONTRACT

DEPARTMENT General Fund

JOB NO. 2020

CONTRACT NO. 2019-20-Senior Center

DATE: January _1__2020

THIS AGREEMENT, made and effective as of Jan 1, 2020, by and between the **City of Pacific, Missouri**, a Missouri municipal corporation, hereinafter referred to as City, and **Tri-County Community Senior Center Inc.**, located at 800 W. Union St., Pacific, MO 63069 hereinafter referred to as "CONTRACTOR,"

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

At times and dates mutually agreeable to both parties, provide a meeting place for public and non-profit organizations at no charge and on a non-discriminatory basis. This currently includes the City, General Education Development Classes, Mothers Against Drunk Drivers meetings, Cub Scouts, and Girl Scouts, Heating and Cooling Shelter if needed, Disaster shelter if needed, and such other qualifying organizations that may apply. Provide as a funeral hall if needed. Provide lunch daily for seniors for all persons requesting lunch (within reasonable estimations of demand) at a cost not to exceed \$ 5.50 per meal (55 and over) \$ 7.00 (54 and under), provide a place that is open to seniors, students, and other community members on a non-discriminatory basis for use for public purposes, including education, health, nutrition and exercise. Hereinafter collectively referred to as the "Work".

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

[x] a sum not to exceed \$ 10,000.

B. Additional Compensation. Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows: Only as authorized by the City.

III. TIME AND MANNER OF PAYMENTS

A detailed financial statement shall be submitted at the end of the Contractor's fiscal year detailing the use of funds received from the City of Pacific. The funds received will be used specifically for utilities (gas, electric, telephone).

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on January 1, 2020, and shall be completed in a reasonable manner, and shall end December 31, 2020. Exhibit A and Exhibit B are hereby incorporated into this Agreement by this reference. Contractor

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Tri-County Community Senior Center Inc.

CITY OF PACIFIC, MISSOURI

By: _____

By: _____

Title: _____

DATED: _____

DATED: _____

ATTEST:

EXHIBIT A

CITY OF PACIFIC CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT GENERAL CONDITIONS

Independent Contractor. The Contractor shall be and operate as an independent contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 RS.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. **Nowork or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. In the event the City terminates this Agreement, the Contractor shall refund to the City the prorated amount equal to the remaining term of the Agreement. By way of example, if the City terminates the Agreement when one third of the term of the Agreement remains, then the Contractor shall refund to the City three thousand three hundred thirty-three dollars and thirty-three cents. (\$3,333.33) The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. In the event the Contractor is unable to perform the Work, the City reserves the right to employ other contractors to perform the Work.

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RS.Mo.

Pursuant to Section 208.009 RS.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 RS.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 RS.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

CITY OF PACIFIC

PURCHASE ORDER

BILL TO: CITY OF PACIFIC
300 Hoven Drive
Pacific, MO 63069

Purchase Order Number 2020-025

Date 10-26-2019

TELEPHONE:
City 636-271-0500
Police 636-257-2424

Requisitioner Robert Bruessgemson

Department Head Public Works

Vendor: Shelter Works
2616 S 3rd Street
St. Louis, MO 63118

Ship To: Mount Blvd

QUANTITY	CAT. NO.	DESCRIPTION	ITEM COST	TOTAL COST
1	Quote E0780-R2	14' x 26' x 12' Fiberglass Shelter	73,900. ⁰⁰	73,900. ⁰⁰
		Shipping	\$1,530. ⁰⁰	1,530. ⁰⁰
		Insurance to pay \$60,000		75,430.⁰⁰

SECTION 144.040 AND 144.615 RSM. 1971 EXEMPT POLITICAL SUBDIVISIONS FROM SALES TAX.
DO NOT CHARGE SALES TAX TO THIS PURCHASE.

APPROVED BY: 

POSITION: ADMINISTRATOR
 MAYOR

MUST CONFIRM INSURANCE TO PAY \$60K

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES.



2616 S. 3rd Street
St. Louis, MO 63118
P: 314-664-9300
F: 314-664-9301
www.shelterworks.com

PREPARED FOR
City of Pacific Missouri

QUOTE

E0780-R2

EXPIRES 90 DAYS FROM

8/30/2019

PROJECT NAME

Pacific MO

PREPARED BY

Steve Switzer

TERMS

To Be Determined

QTY

DESCRIPTION

>>> CONSTRUCTION <<<

- 1 14' x 26' x 12' (wall height) Shelter Works "Freedom Series" fiberglass shelter with exclusive FiberBeam Technology.
- 1 INSULATION, 2.0" thick polyiso, estimated thermal value: R-15, walls & ceiling only.
- 1 ROOF TRUSS extending width of building.

>>> EXTERIOR<<<

- 1 COLOR, exterior, to be decided White, Tan Grey, or Green UV resistant gel coat with simulated brick appearance.
- 4 U-BOLT, 3/8" stainless steel for shipping tie-down. Can be used for off-loading if no metal base frame.
- 6 SEALANT, 14.5 ft roll ConSeal-Bituman blend for weather-tight interface with concrete base. (ships loose)

>>> INTERIOR<<<

- 1 COLOR, interior, white gel coat.
- 1 FLANGE, internal, 1/4" thick FRP fiberglass, at least 2" wide, for attachment to floor (by others).
- 1 HOLES, pre-drilled in mounting flange, 24" on center, 7/16" diameter.

>>> DOORS, ACCESS, PENETRATIONS <<<

- 1 DOOR, roll-up, approximate dimensions: 12' wide x 10' high, heavy duty steel. R-7 Insulation, manual chain operation, slide bolt lock color grey, color may not match shelter.

>>> DESIGN SPECIFICATIONS <<<

WARRANTY, Industry leading 25-Year limited warranty.

ROOF LOAD: 20 psf.

WIND LOAD: per current I.B.C./A.S.C.E. code at ground level. 90 mph minimum.

>>> NOTES <<<

- SHIPPING is NOT INCLUDED in total at bottom! Shipping charge will be added to invoice (Prepay and Add). Estimated shipping St. Louis, MO to Pacific, MO (expires 9/30/19): \$1,530.00.
- LEAD TIME: Currently 10 weeks after submittal is approved and progress invoice is paid (if applicable). Your lead time may be similar.
- PROGRESS INVOICE for custom drawings (\$_TBD_ minimum).
- MOUNTING item on wall/roof that weighs more than 10 lbs is discouraged except where wood reinforcement is present. Check "Construction" section above for wood reinforcement.
- PENETRATIONS through wall/roof larger than 2" diameter are discouraged except where an accommodation is present. Check "Doors, Access, Penetrations" section above for bulkheads.

If it was built by Shelter Works®, it was Built for Life.



2616 S. 3rd Street
St. Louis, MO 63118
P: 314-664-9300
F: 314-664-9301
www.shelterworks.com

PREPARED FOR
City of Pacific Missouri

QUOTE

E0780-R2

EXPIRES 90 DAYS FROM

8/30/2019

PROJECT NAME

Pacific MO

PREPARED BY

Steve Switzer

TERMS

To Be Determined

QTY

DESCRIPTION

- NOTICE: Some States, including MO require that prefabricated structures not built on site (such as this shelter) possess a State Certification label. This quote does NOT include any State label. Customer assumes all liability if local building inspector requires a State label before approving the project. Shelter Works may be capable of providing a State label for an additional cost.
- Not Included: Certification by Professional Engineer (PE).
- Not Included: O&M Manual
- Not Included: Compliance with 15 minute thermal (fire) barrier required by I.B.C.
- Not Included: Compliance with International Energy Conservation Code (IECC)
- Not Included: Electrical Diagram
- Not Included: Extended Component Warranty
- Not Included: Payment/Supply Bond
- Not Included: State Sales Tax (You'll need to self assess except MO & CA)
- Not Included: On site off loading or installation support

If it was built by Shelter Works®, it was Built for Life.

Sales Tax (9.679%)

\$0.00

TOTAL

\$73,900.00



Shelter Works
2616 S. 3rd St.
St. Louis, MO 63118
P: (314) 664-9300 / F: (314) 664-9301
www.shelterworks.com

FREEDOM SERIES™ SHELTER 25-YEAR LIMITED WARRANTY

1. Subject to the limitations below, **Shelter Works**' warrants to the original purchaser only that the shelter will be free from manufacturing defects in workmanship and will not appreciably deteriorate under conditions of normal use and regular service and maintenance when installed properly, for a period of twenty five (25) years from the original date of purchase.
2. What is covered: The entire surface of the fiberglass shelter is covered under this warranty, including fiberglass awnings and vent hoods.
3. Component parts, which are incorporated into the design of our shelter, are purchased from reputable manufacturers and may carry their own warranties which are independent of the **Shelter Works** warranty. Labor and shipping costs to replace defective parts will be the responsibility of the customer. Those items that are normally consumed in service, such as light bulbs, anchor bolts, gasket material, etc. are not covered by this warranty.
4. If your shelter fails to perform pursuant to product specifications, **Shelter Works**' will, at its sole option, perform repairs to or provide replacement parts for your shelter on site or at our plant facility. In those instances in which **Shelter Works**' determines that only a portion of the shelter manifests a defect, **Shelter Works**' reserves the right to limit any replacement to the portion of the shelter that manifests the defect. If repairs or replacements are determined to be performed at the plant, then the transit costs to and from the plant are the obligation of the customer.
5. The **Shelter Works**' warranty is not transferable, except that the warranty will pass through to the original purchaser from an authorized **Shelter Works** sales representative or dealer. There are certain conditions or applications over which **Shelter Works**' has no control and therefore the warranty does not cover defects or problems as a result of such conditions or applications. What is not covered:
A. Damage caused by: i. improper lifting or installation, use, applications or maintenance; ii. environmental conditions, natural disasters including, without limitation, earthquakes, floods, hail, or lightning, or use that exceeds design standards; iii. misuse, unreasonable use, negligence, accidents, Acts of God, flying or falling objects, collisions with animals or vehicles, abuse, vandalism or any other external forces; iv. mishandling in transit if within customer's control. **B.** Normal weathering, chalking, fading, atmospheric pollutants or mildew buildup, other conditions representative of normal wear and tear. **C.** Equipment supplied or installed by the customer or damage caused by, or arising from customer's installation of such other equipment. **D.** Installation or labor costs.
6. This 25-year Limited Warranty is deemed null and void under the following circumstances: **A.** If the shelter is discarded, destroyed or altered before **Shelter Works**' has performed final inspection and approved installation; **B.** If the shelter is purchased from anyone other than an authorized Shelter Works' sales representative or dealer; **C.** If the **Shelter Works**' serial number is not on the shelter.
7. **Shelter Works** shall have no obligation under this warranty unless the original purchaser establishes that the following conditions have been met. This 25-year limited warranty extends to the original purchaser and is subject to your full compliance with terms of our Installation Instructions, including, without limitation, proper transportation, lift, support and installation methods. A copy of the Installation and Maintenance Instructions are provided to you upon purchase. In addition to proper installation, you must ensure that electrical connections are performed by a qualified, licensed professional electrician familiar with the types of installed equipment and service provided. You must maintain your shelter on a regular basis (minimum of 2 year intervals) to ensure proper sealing. Failure to maintain your shelter in accordance with recommended guidelines may void your warranty.
8. THIS 25-YEAR LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY **SHELTER WORKS**®, AND IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, BY **SHELTER WORKS** OR ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE SHELTER HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE. No person has been authorized to provide any other warranty or assume any other liability with respect to the shelter except by written statement from an authorized officer of **Shelter Works**'.
9. **Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL **SHELTER WORKS**' OR ANY OF ITS AUTHORIZED DEALERS OR REPRESENTATIVES BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR USE OR INABILITY TO USE THE SHELTER, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE SHELTER OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF **SHELTER WORKS**' AND ITS AUTHORIZED DEALERS OR REPRESENTATIVES EXCEED THE PURCHASE PRICE OF THE SHELTER. The term "consequential damages" shall include, but not be limited to, loss of use and loss or damage to property.
10. This 25-year limited warranty is governed by and construed in accordance with the laws of the State of Missouri, applicable and enforceable in the United States and Canada.

Any and all warranty claims must be submitted in writing through the **Shelter Works**' Service Department, and must be authorized and approved solely by the acting Service Manager. You must be able to provide proof of purchase and original owner information at the time that warranty service is requested, either through prior warranty registration or owner documentation.

**Built for
Life.**



Shelter Works
2616 S. 3rd St.
St. Louis, MO 63118
P: (314) 664-9300 / F: (314) 664-9301
www.shelterworks.com

TERMS AND CONDITIONS OF SALE

1. Quotation is based upon receipt of order in its entirety without exception as to quantity. This quote includes only the items specifically named and does not include any that are not, regardless of specification.
2. All prices in this Quotation are valid for **90 days**. Any purchase order that is received by **Shelter Works®** after 90 days will be subject to a price review. A change order may be required to amend the purchase order to adjust for price fluctuations that may have occurred.
3. All specifications default to **Shelter Works®** Standards unless individually identified separately.
4. Where applicable, HVAC Units are sized per customer request or recommendations and not on thermal load calculations. Customer takes full responsibility for accepting the heating and cooling loads proposed.
5. Fabrication will not begin without **written authorization to proceed** to manufacture the product based on submittal drawings approved by the customer or customer's designee and receipt of **any required deposit payments**. Upon receipt of authorization to proceed, the customer assumes all future responsibility and costs associated with design changes or adding additional equipment. Any changes to the accepted Quotation after the purchase order has been placed by customer and accepted by a purchase order acknowledgement by **Shelter Works®** may impact the cost and delivery date. Once a PO is issued the submittal drawings must be approved and the product released for production within 90 days. If submittal drawings are approved after ninety days a change order may be required to amend the purchase order to adjust for price fluctuations that may have occurred.
6. Orders cancelled after they have gone through the signed approval phase but prior to being released for production will incur a **20% cancellation fee**, invoiced on the date of cancellation. Once production has begun the Customer is obligated to pay for the product in full even if Customer refuses to take delivery.
7. Customer is required to **take possession** of orders that are complete for the Customer's requested delivery date within two (2) weeks of completion. If Customer cannot accept or receive the completed order, the order shall be invoiced on the requested delivery date (excluding delivery if applicable), plus a storage fee of one hundred fifty (\$150.00) dollars per month per Product, billed monthly. Payment terms set forth in paragraph 8 below are applicable. Delivery if applicable, will be invoiced on the actual date of shipment.
8. Unless expressly itemized, Quotation does not include any State Sales or Use Taxes, or Import Fees. Terms begin with the signed Purchase Order Acknowledgement. Except as otherwise provided herein, invoices are issued on the date of shipment. Standard payment terms, subject to satisfactory credit review, are **Net 30 Days**, from the invoice date. A **Finance Charge** of one and one-quarter percent (1.25%) per month will be assessed on all amounts not paid within 30 days of the invoice date. Progress payments may be requested. No retainage is allowed.
9. State Certification costs (if required) are not included in this pricing unless otherwise listed.
10. **Shelter Works®** will produce Submittal Drawings for approval, **any delay** in the approval process may alter projected delivery dates. Contact sales department for revised data as lead time fluctuates from time to time.
11. **Shelter Works®** Freight Terms are **F.O.B. St. Louis, Missouri**. Any quoted freight costs are estimates for budgeting purposes only. However, actual costs may vary within markets on a site-by-site basis due to exact mileage access to site, and additional charges may be assessed for unforeseen waiting time at the delivery point. Shelter Works reserves the right to requote the shipping rate after 30 days.
12. Customer is responsible for freight, crane & other off-loading, set-up, and final assembly of any unattached items that are delivered separately, unless specifically stated in the Quotation. Additionally customer assumes responsibility for site access, preparation, and pad approach. Difficult access for trucks causing unreasonable down time at sites may result in additional costs.
13. Any Manufacturers Names, Trade Names, Brand Names, or Catalog Numbers used in the **Shelter Works®** Quotation are there for the purpose of establishing and describing style, general performance, and quality levels. Such references are not intended to be restrictive to any particular Brands or Products.
14. The **Shelter Works®** Quotation and its contents are Confidential and Proprietary to **Shelter Works®**. Its use is limited solely to the purpose for which it has been created, and may not be used for any other purpose nor released outside of the Customer's organization without written consent of **Shelter Works®**.
15. **Shelter Works®** is the shelter manufacturer, not the contractor, limiting the responsibility of **Shelter Works®** to the shelter itself and any factory-installed components.
16. **Shelter Works®** assumes no responsibility for actual foundation design and construction. If building is to sit on concrete slab, concrete slab shall be true and level to a tolerance of not more than 1/4" where the building is to attach.
17. Please direct all inquiries or questions to the Sales Department at **Shelter Works®** at **314-664-9300**.

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CONCRETE CORE TEST REPORT

Report Number: 15195211.0001
Service Date: 12/17/19
Report Date: 12/31/19

Terracon

11600 Lilburn Park Rd
Saint Louis, MO 63146-3535
314-692-8811

Client

Westport Pools
Attn: Matt Cappello
156 Weldon Pkwy
Maryland Heights, MO 63043-3102

Project

Pacific Community Pool
birk circle
Pacific, MO

Project Number: 15195211

Terracon was on-site to perform in-situ testing of the previously constructed concrete pool.

Concrete Coring: Terracon obtained 4 cores from the floor of the existing pool. Core locations were chosen by Westport Pools while onsite. The cores were transported to our St. Louis laboratory, moisture conditioned, and prepared for compressive strength testing.

Windsor Pin Testing: Terracon performed Windsor Pin Testing on in-place pool floor and walls. Terracon performed 15 Windsor Pin tests in total. Four tests were performed adjacent to the core locations (1 per core). The rest were taken at locations along the pool walls and gutter, as directed by Westport Pools.

Test Results: Correlation between the concrete core results and the Windsor pin testing show a concrete compressive strength of approximately 5,200 – 5,700 psi throughout the areas of the pool tested. See attached for test data and a diagram of the test locations.

Services:

Terracon Rep.:

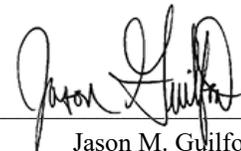
Reported To:

Contractor:

Report Distribution:

(1) Westport Pools, Matt Cappello

Reviewed By:



Jason M. Guilford, PE

Department Manager

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Concrete Core Test Report

Report Number: 15195211.0001
Service Date: 12/17/19
Report Date: 12/31/19
Task:

Terracon

11600 Lilburn Park Rd
Saint Louis, MO 63146-3535
314-692-8811

Client

Westport Pools
Attn: Matt Cappello
156 Weldon Pkwy
Maryland Heights, MO 63043-3102

Project

Pacific Community Pool
birk circle
Pacific, MO

Project Number: 15195211

Material Information

Specified Strength:

Specified Length:

Mix ID:

Nominal Maximum Size Aggregate:

Sample Information

Placement Date:

Date Tested: 12/18/19

Time: 0000

Sampled By: Daniel Hurst

Drill Directions: Vertical

Date Core Obtained: 12/13/19

Time: 0000

Date Ends Trimmed: 12/17/19

Time: 0000

Moisture Conditioning History: According to ASTM C-42

Laboratory Test Data

Core ID	Location	Cored Length (in)	Trim Length (in)	Capped Length (in)	Diam. (in)	Area (sq in)	Length / Diam. Ratio	Max Load (lbs)	Corr. Factor	Comp. Strength (psi)	Fracture Type	Density (pcf)	Tested By
1	C1	6.49	6.49	6.69	3.87	11.76	1.73	70720	0.978	5880			
2	C2	5.47	5.47	5.64	3.90	11.95	1.45	82670	0.954	6600			
3	C3	3.73	3.73	3.92	3.88	11.82	1.01	55650	0.872	4100			
4	C4	2.20	2.20	2.37	3.89	11.88							

Comments: Core C4 did not meet the minimum L/D ratio per ASTM C-42.

Services:

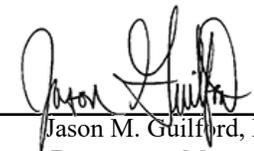
Reported To:

Contractor:

Report Distribution:

(1) Westport Pools, Matt Cappello

Reviewed By:



Jason M. Guilford, PE
Department Manager

Test Methods:

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Test Data

Location	Phycial Location	Winser Pin Reading	Core Strength (psi)
C1	Floor: Northeast	0.934	5,880
C2	Floor: North Center	0.852	6,600
C3	Floor: Southwest	0.818	4,100
C4	Floor: Southeast	0.827	* (See below)
A	Northeast Wall: 3' below gutter	0.891	N/A
B	South Wall (Deep End): 3' below gutter	0.842	N/A
C	East Wall: 1' below gutter	0.851	N/A
D	Southeast Wall: 1.5' below gutter	0.877	N/A
E	South Wall: 1' below gutter	0.899	N/A
F	West Wall: 2' below gutter	0.856	N/A
G	North Wall: 2' below gutter	0.835	N/A
H	South Gutter	0.832	N/A
I	South Gutter (Deep End)	0.862	N/A
J	East Gutter	0.852	N/A
K	North Gutter	0.856	N/A

* During coring operations, Core C4 broke at a length of approximately 2.2 inches. In accordance with ASTM C-42, the core did not meet the required minimum length to diameter (L/D) ratio.

Location Diagram



Pacific Community Pool	Site Plan:	
	Report Number: 15195211.0001	
birk circle	Technician:	11600 Lilburn Park Rd
Pacific, MO	Date: 12/17/19	Saint Louis, MO 63146-3535
	Scale: Not to Scale	314-692-8811

City of Pacific
 300 Hoven Drive
 Pacific, MO 63069

Invoice number SC5725
 Date 12/12/2019

Project **SC19-1028 Pacific - Viaduct Sidewalk Project**

pay out of Viaduct CO

	Amount	
Engineering		
Contract Amount	14,576.10	
Percent Complete	85.00	
Prior Billed	11,660.88	
		Current Billed 728.81
Inspection/Testing		
Contract Amount	10,932.08	
Percent Complete	0.00	
Prior Billed	0.00	
		Current Billed 0.00
		Total 728.81
		Invoice total 728.81

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
SC5663	11/12/2019	0.83		0.83			
SC5725	12/12/2019	728.81	728.81				
	Total	729.64	728.81	0.83	0.00	0.00	0.00

Interest of 1.5% per month will be charged to all accounts past due. Please Reference Invoice Number on Check.

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.

NOTICE: THERE WILL BE A THREE PERCENT (3%) CONVENIENCE FEE ADDED TO ANY PAYMENTS MADE BY CREDIT CARD

Residential Inspections 12-20-19 to 01-02-20

Occupancy	Occupancy Re-inspection	Final	Footing Foundation	Framing	Electric Service	Electrical Inspections	Plumbing Inspections	Mechanical Inspections
11	1		1		1			

City Clerk Highlights

Week of December 16, 2019-January 3, 2020

Post Tourism meeting for Dec 17th attend meeting and minutes

Post Beautification meeting for December 18th attend and minutes

Continue balancing for November preliminary financials

Minutes from W. Osage CID

Filing opened December 17th – assist with candidates

Webinar about Labor Standard changes effective January 2020

3 webinars thru MGI Certifications

Receive draft audit/review/discuss with auditors/submittals etc.

Release special tax bills that were paid

Board meeting

Board meeting on 17th – minutes and process paperwork

Closed for holidays and took 2 days vacation

Balance coll account for December 2019